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10 ATTORNEYS FOR PLAINTIFF

11 UNITED STATES DISTRICT COURT
12
13 NORTHERN DISTRICT OF CALIFORNIA

14 JUVENAL ROBLES and ABEL FIGUEROA,
15 individually and on behalf of a class of
similarly situated individuals,

16 Plaintiffs,

17 v.

18 LUCKY BRAND DUNGAREES, INC., a
19 Delaware corporation, KIRSHENBAUM
BOND SENEAL & PARTNERS LLC f/k/a
20 KIRSHENBAUM BOND & PARTNERS
LLC, a Delaware limited liability company,
21 d/b/a Lime Public Relations + Promotion, and
22 KIRSHENBAUM BOND & PARTNERS
WEST LLC, a Delaware limited liability
23 company,

24 Defendants.

Case No. 10-cv-04846 MMC

**STIPULATION AND ~~[PROPOSED]~~
ORDER CONTINUING THE CASE
MANAGEMENT CONFERENCE**

Date: February 10, 2012
Time: 10:30 a.m.
Courtroom: 7, 19th Floor

The Honorable Maxine M. Chesney

1 Plaintiffs Juvenal Robles and Abel Figueroa (collectively “Plaintiffs”), defendant Lucky
2 Brand Dungarees, Inc. (“Lucky”), defendants Kirshenbaum Bond Senecal & Partners LLC, f/k/a
3 Kirshenbaum Bond & Partners LLC, d/b/a Lime Public Relations + Promotion and Kirshenbaum
4 Bond & Partners West LLC (collectively “Lime”), third-party defendant Merkle, Inc. (“Merkle”),
5 and fourth-party defendant RGAR Holdings, LLC f/k/a Take 5 Solutions, LLC (“RGAR”) (together
6 the “Parties”), by and through their counsel, stipulate:

7 1. Plaintiff Robles filed his Class Action Complaint on October 26, 2010, alleging
8 defendant Lucky violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, by sending an
9 allegedly unsolicited text message to plaintiff's cellular telephone in the summer of 2008. (Dkt. 1.)

10 2. Lucky answered the complaint, alleging, among other things, various defenses that
11 included issues involving consent, authorization, and other elements of plaintiff's statutory claim.
12 (Dkt. 15.)

13 3. On January 21, 2011, Judge Fogel held an initial case scheduling conference and
14 ordered the parties to participate in a settlement conference before Magistrate Judge Lloyd and to
15 return and report on the result of that conference. (Dkt. 18.)

16 4. Plaintiff Robles and defendant Lucky participated in a settlement conference before
17 Judge Lloyd on April 29, 2011. Lime, Merkle and RGAR, who were all third parties at the time,
18 also participated in the settlement conference. At the settlement conference, plaintiff Robles,
19 defendant Lucky, the third parties, and insurers candidly discussed their various positions about the
20 litigation and settlement. During these discussions, it was determined that limited focused
21 discovery or information was required to continue productive discussions toward resolution. Upon
22 the recommendation of Judge Lloyd, plaintiff Robles, defendant Lucky, the third parties, and
23 insurers agreed to return for a further settlement conference. (*See* Dkt. 32.)

24 5. Prior to the further settlement conference, plaintiff Robles filed an Amended
25 Complaint. (Dkt. 39.) The Amended Complaint alleges a single claim for violation of the TCPA,
26 under the same general allegations stated in the original complaint, on behalf of both Juvenal
27 Robles and Abel Figueroa. The Amended Complaint also adds Lime as a named defendant.
28

1 6. Lime and Lucky answered the Amended Complaint. (Dkts. 45 & 48.) Lime also
2 filed a Third-Party Complaint against Merkle. (Dkt. 44). Merkle answered the third-party
3 complaint and filed a fourth-party complaint against RGAR. (Dkts. 64 & 66.)

4 7. The Parties participated in a further settlement conference before Judge Lloyd on
5 September 21, 2011. The Parties were able to advance their settlement discussion during the second
6 settlement conference, but did not reach a final agreement. The Parties agreed to continue those
7 discussions in the context of a full days mediation and, in the interim, to limit activity in the case to
8 only discovery necessary to complete mediation. The Parties thereafter scheduled a full day
9 mediation before the Honorable Nicholas H. Politan (Ret.) in West Palm Beach, Florida and set the
10 mediation for December 8, 2011.

11 8. On September 27, 2011, this matter was reassigned to this Court. (Dkt. 60.) By
12 order dated September 30, 2011, the Court set a Case Management Conference for January 20,
13 2012.

14 9. Due to medical concerns involving a member of his family, Judge Politan was forced
15 to cancel the December 8th mediation, which was reset for January 26, 2012.

16 10. Because of the rescheduled mediation, the Parties jointly requested that this Court
17 reschedule the January 20, 2012 Case Management Conference to February 10, 2012 so that the
18 mediation could be completed.

19 11. On January 26, 2012, the Parties participated in a full day mediation with Judge
20 Politan where the terms of a global settlement were negotiated. At the conclusion of the mediation,
21 and at the recommendation of Judge Politan, the Parties agreed to continue their negotiations with
22 the assistance of the Judge for an additional thirty (30) days. The Parties therefore request one final
23 continuance of the Case Management Conference, until March 23, 2012, or a date thereafter
24 convenient to the Court.

IT IS SO STIPULATED.

Dated: February 2, 2012

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By /s/ Brian R. Blackman
CRAIG CARDON
BRIAN R. BLACKMAN
Attorneys for
Defendant LUCKY BRAND DUNGAREES, INC.

Dated: February 2, 2012

EDELSON MCGUIRE LLC

By /s/ Ryan D. Andrews
RYAN D. ANDREWS
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Attorneys for
Plaintiffs JUVENAL ROBLES and ABEL FIGUEROA

Dated: February 2, 2012

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By /s/ Sara J. Savage
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Defendants KIRSHENBAUM BOND SENECA &
PARTNERS LLC and KIRSHENBAUM BOND &
PARTNERS WEST LLC

Dated: February 2, 2012

LATHAM & WATKINS LLP

By /s/ Peter Winik
PETER WINIK
MATTHEW RAWLINSON
SARAH GRAGERT
Attorneys for
Third-Party Defendant MERKLE, INC.

1 Dated: February 2, 2012

2 MCDERMOTT WILL & EMERY, LLP

3
4 By /s/ Daniel E. Alberti
5 DANIEL E. ALBERTI
6 Attorney for
7 Fourth-Party Defendant RGAR HOLDINGS, LLC
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CERTIFICATION

I, Ryan D. Andrews, am the ECF User whose identification and password are being used to file this Subsequent Case Management Statement; Stipulation And [Proposed] Order Continuing The Case Management Conference. In compliance with General Order 45.X.B., I hereby attest that the Counsel whose electronic signatures appear on this document have concurred in this filing.

Dated: February 12, 2012

EDELSON MCGUIRE LLC


By /s/ Ryan D. Andrews
RYAN D. ANDREWS
Attorneys for
Plaintiffs JUVENAL ROBLES and ABEL FIGUEROA

ORDER

Having considered the parties' stipulation and good cause appearing, the Court continues the February 10, 2012 Case Scheduling Conference to March 23, 2012 at 10:30 AM in Courtroom 7, 19th Floor.

IT IS SO ORDERED.

Dated: February 3, 2012


The Honorable Maxine M. Chesney
United States District Judge